The Solicitors' Journal

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CURRENT TOPICS

The Provincial Meeting at Blackpool

THE second post-war Provincial Meeting of The Law Society, held this week at Blackpool, had before it a large and varied programme which effectively blended business with the social graces. Many important questions were tabled for discussion by the various committees—among them such matters of current controversy as the enforcement of minimum charges in conveyancing matters and the wider question of increased remuneration in non-contentious business—and doubtless much valuable work has been done both in the committee rooms and in the plenary sessions. Nevertheless, members who have been able to attend one or both of these post-war Provincial Meetings would agree that their value springs as much from the opportunities they provide for personal contacts, and a consequent strengthening of the profession's corporate spirit, as from the minutes of proceedings of committees. Handshakes, not handbooks, are the most important outcome of such meetings. To many of its members, The Law Society must seem a remote and, perhaps, even a forbidding institution, and one measure of the success of the Provincial Meetings is the extent to which they are able to bring members and Council together. But it would be a mistake to underestimate the value of the more formal business transacted at them, and both Brighton in 1948 and Blackpool in 1949 have made possible an exchange of views between Council and rank and file which cannot fail to benefit the profession. A full account of the proceedings at the plenary sessions—including the ATTORNEY-GENERAL'S address on the Legal Aid and Advice Act, 1949—will appear in our next two issues.

Resignation of Sir Malcolm Trustram Eve, K.C.

THE news of Sir MALCOLM TRUSTRAM EVE'S resignation from the offices of Chairman of the Central Land Board and of the War Damage Commission will occasion widespread regret. Known as a man of forthright views and common sense, Sir Malcolm has earned the respect of solicitors both as lawyer and administrator, and his decision, to use his own words, to cut adrift now into another sphere rather than continue in public service "until I am too old for anything else" will be recognised as typical of the man. In a letter addressed to the President of The Law Society, Sir Malcolm refers with appreciation to the moral and actual support given to the decisions of the War Damage Commission by The Law Society and its individual members, and recalls that in accepting the Government's invitation in 1947 to undertake also the chairmanship of the Central Land Board he knew that he could rely on the continued co-operation, so vital to success, of the professional bodies. His letter concludes: "The written word is often inadequate, but I want to place on record, with all the emphasis at my command, my thanks for the help and goodwill the Board and Commission have received since the beginning of their separate existences from your Society and from professional men throughout the country. I can say no more than this; had it not been given so generously my work must have been rendered impossible. I know that my successor will be equally fortunate." Sir Malcolm's resignation takes effect on 1st October, and he is to be succeeded on a part-time basis by Sir THOMAS PHILLIPS, the former Secretary to the Ministry of Labour and latterly to the Ministry of National Insurance. Sir ROBERT FRASER, the present secretary to the Board and Commission, becomes a whole-time member of both bodies and deputy chairman of the Central Land Board.

A Judge's Holiday

THE visit of a High Court judge as a member of the public to a trial at the Central Criminal Court was one of the pieces of news of the week, almost as interesting as the trial itself. Those who know Mr. Justice SLADE, however (and which busy litigation solicitor or managing clerk in London does not?), are aware of his intense interest in and pity for the weaknesses and tragedies of the unfortunate. We can be quite sure that it was no mere desire for sensation which guided his footsteps to the Old Bailey. As one of the great advocates of this century he has had many sensational cases, and no doubt has stored in his memory the material for many books, should he feel inclined to write them. Besides being humane and sympathetic, Mr. Justice Slade is democratic and claims no privileges other than those to which his office obliges him to submit. It is therefore not in the least surprising to hear that at the Old Bailey he took his seat, together with Lady Slade, among the general public.

The Temple and Solicitors

A SURVEY by a special correspondent in *The Times* of 16th September reviewed the progress of the work of repair in the Temple, an area which he described as still terribly devastated. The major operation of the repair of Middle Temple Hall, now nearly complete, was noted, as well as the roofing operations in Middle Temple, now in an advanced stage, the reconstruction of the western end of Mitre Court buildings, for which a licence has been obtained, the work on

the façades of Garden Court and Pump Court, the commencement of work on the Temple Church and the replanning of the layout, which is being undertaken by Middle Temple and Inner Temple in collaboration. More chambers are gradually becoming available, and the early post-war overcrowding which necessitated the erection of screens around conference tables in the main hall of the Royal Courts of Justice has been somewhat alleviated. Many solicitors who had practised for years in chambers in the Temple were then asked to go, and reluctantly, though with the pleasing consciousness that they were satisfying an urgent need of the Bar, they went—into a wilderness where offices were scarce and rents sky-high. Is it too much to hope that the day is not far distant when they will be invited to return?

The Language of Statutes

FACTS and comments concerning the law, in the Britannica Book of the Year, published for the first time since 1939 by Encyclopædia Britannica, should interest solicitors. In 1948, it is stated, sixty-five Acts of Parliament were passed and 2,500 statutory instruments were published by Ministers of the Crown. "There was," it is said, "a determination to break with the traditional system of introducing and passing new legislation. Methods of enacting provisions, actual phrases laying down the law, form, contents and entitlement of Acts were, apparently consciously, aimed at a complete break with traditional methods. The object was to legislate in words more readily intelligible to the mind of the ordinary citizen, who, however laudable this intention of the legislators, undoubtedly suffered indirectly in that principles of law, hallowed by antiquity and well understood even by instructed lay minds, were swept aside. Words of earlier Acts, the precise meaning of which had for long been understood in all normal sets of circumstances, were left out of replacing Acts, and new words employed, with the result that decisions which had stood for decades were no longer applicable, and a mass of legislation was enacted the precise meaning of which would occupy the minds and fill the pockets of trained lawyers for years to come." No doubt the learned person who wrote this will be able to furnish examples if called upon to do so. At present we are unaware of any, but we should like to learn.

Professional Men and Parenthood

IN the September issue of the *Secretary*, organ of the Chartered Institute of Secretaries, a comment on the report of the Royal Commission on Population contains these words concerning the man who chooses to have a family: "If he is a professional man, then just at that period in which he needs to devote most time to the desk or the surgery in order to earn more money, he has to find time to act as an amateur domestic help." The article suggests that bigger family allowances and progressive income tax allowances, home help and nursery school services would tend to hold the balance more evenly, but at first sight it is difficult to fit them into the agenda of a community taxed at eight [*sic*] shillings in the pound. But, points out the *Secretary*, the birth-rate in France since the liberation has, against a background of generous family and maternity allowances, recovered after a disastrous decline. Many of our best advocates have no doubt achieved excellent results by thinking out methods of handling their cases in court during the process of performing extra fatigues at home. However, this kind of preparation is not to be recommended as a counsel of perfection, and although it may succeed in exceptional cases, we cannot help feeling that its general adoption would mean a serious loss of efficiency in the administration of justice. This clearly applies, *mutatis mutandis*, to work in all other professional fields.

LEGAL PRACTICE IN SOUTH AFRICA: A SKETCH—I

(CONTRIBUTED)

SOUTH Africa is one of four countries which, at their accession to the British Commonwealth of Nations, retained, or brought into force, as their common law, the system of Roman-Dutch Law; the others are British Guiana (where it was superseded in 1916 by the common law of England), Ceylon and Southern Rhodesia, where it still prevails. Although there has been a wholesale importation of English law since 1806 in some branches—notably evidence, companies, negotiable instruments, insolvency, patents, copyright, trade marks, and the law of shipping and carriage of goods by sea—it is this system, an amalgam of the customs of the Teutonic peoples who settled in the states of Holland towards the end of the Dark Ages and Roman Law, as interpreted by a series of Dutch commentators of the seventeenth and eighteenth centuries (of whom Grotius and Voet are mot authoritative), which is responsible for a number of differences in organisation of the legal profession between South Africa and the remaining countries of the Commonwealth (with the possible exception of Quebec).

The Bar

The differences as regards the Bar (members of which are described as advocates) are not great. There are senior counsel—designated K.C.'s—and junior counsel as in England. If senior counsel is briefed in a case, or his opinion is sought, in some provinces in certain classes of work it is not imperative that a junior be engaged (although senior counsel may request one); when a junior is so engaged, the rule as regards the fee paid to the junior is as in England. Another difference is that when the employment of both senior and junior counsel is justified, senior counsel is instructed at the start of the case and does all the preliminary pre-trial work; if a junior is required to assist, he is instructed at two-thirds his leader's fee. This reversal of the custom in England, where paper work is regarded as the perquisite of the junior Bar, is a factor increasing the cost of litigation to the litigant. Further, only too often, at the trial, the junior's brief (unless he be a very senior junior) will be but a noting brief; the junior is not given an opportunity fully to earn his fee.

There is no division of the Bar, as between common law and Chancery in England. Specialists in any one branch of the law, e.g. copyright or shipping law, are almost non-existent; there is no equivalent of conveyancing counsel. Wigs are not worn by judges or counsel.

There are Bars at the seats of each provincial division of the Supreme Court: Cape Town, Pretoria, Bloemfontein and Pietermaritzburg for Cape Province, Transvaal, O.F.S. and Natal respectively. There are, in addition, Bars at various towns where there are local divisions, i.e., at Grahamstown and Port Elizabeth (Eastern Districts Local Division), Kimberley (Griqualand West Local Division), Johannesburg, the largest Bar in the Union (Witwatersrand Local Division), and Durban (Durban and Coast Local Division). The Appeal Division sits at Bloemfontein.

There are three factors which, combined, reduce the work available to the Bar (by comparison with England).

1. The jurisdiction of the magistrates' courts is nearly double that of the county court judge, and has added thereto the functions and jurisdiction of the bench of J.P.'s. In such courts counsel is rarely briefed. Supreme Court matters are correspondingly reduced in number. Solicitors rarely commence proceedings in the Supreme Court when within the lower court's jurisdiction owing to the antiquated procedure (e.g., no Order XIV procedure, except in the Cape). Another aspect deterrent to litigants in the Supreme Court is the disproportionate increase in costs due to all interlocutory proceedings taking place before the judge, when counsel must be briefed; there is no equivalent of the King's Bench or Chancery Master before whom attorneys or their clerks can appear.

2. In criminal matters, prosecutions in the magistrates' courts are conducted by public prosecutors who are civil servants; in the Supreme Court these are conducted by members of the Attorney-General's staff, who are also civil servants. There is an Attorney-General appointed for each province. He is a K.C., controls all criminal prosecutions in matters beyond the jurisdiction of the magistrate in the area of his appointment, and will appear in the more important.

There is no equivalent of quarter sessions.

3. In Natal, in addition to the above, the survival of "Dual Practice" (referred to later) affects the Bar detrimentally.

Most legal work for members of the Bar is done in towns where there is a Bar. But, except in Natal, Supreme Court judges go on circuit; some members of the Bar go also, and may be briefed occasionally to conduct prosecutions or "*pro Deo*" defences (dock briefs).

The Side Bar

It is in the solicitor's branch of the profession that most differences of note occur. The work done by such in England requires in South Africa three separate qualifications.

The basis of the profession is the attorney, who may do everything that is not reserved to those holding the additional qualifications of conveyancer and notary public. Either, or both, of these latter may be acquired by an attorney who, incidentally, is *ex-officio* a commissioner for oaths. An attorney has no right of audience in the Supreme Court (but see later as regards Natal).

A conveyancer is solely entitled to prepare documents effecting the transfer of ownership in immovable property whether pursuant to a sale, donation, will, partition agreement or otherwise, and mortgages of immovable property, the transfer and cancellation thereof.

In South Africa a number of documents are required to be drawn in notarial form. The parties thereto must personally (or by power of attorney) execute the same before a notary, who has various duties cast upon him as to the contents of documents whose execution he attests. In fine, a notary will only attest documents drawn in his office.

The principal classes of notarial documents are—

(1) leases of ten years and over;

(2) deeds of servitude;

(3) ante-nuptial contracts (whereby parties about to be married regulate their marriage status);

(4) notarial bonds (something like bills of sale, and often used in connection with a debenture trust deed).

The services of a notary are also required for noting and protesting foreign bills of exchange (this includes bills originating in another province of the Union), and for certifying as true copies a large range of documents that in England are certified by members of the staff of the solicitors concerned.

The work handled by a firm of attorneys is similar to that done by their English counterparts, although less varied. Taxation and death duties feature far less; neither of these has reached the oppressive proportions that prevail in England, thus clients are rarely concerned for advice on how to lighten the burden of taxation. There is no parallel to the volume of English law relating to land tenure, conveyancing, trusts and trustees. Town planning is in its infancy. Specialised practice—Admiralty, copyright, patents—scarcely exists. On the other hand, there exists a body of native civil law which applies to some 99 per cent. of natives who are not exempted therefrom (and thus subject to the ordinary law); country practitioners are mostly affected.

The method of charging in use has all the defects of the English system. There is a multiplicity of separate tariffs, e.g., under the Deeds Registration Act, Administration of Estates Act, Magistrates Courts Act. In general, these tariffs are lower than the English equivalent; the sole exceptions are the tariffs for Supreme Court litigation (differing between provinces) which are remunerative by English standards. For many classes of work there is no tariff, but the various law societies have issued scales of recommended charges. Generally, if nothing is laid down, drafting is charged at 10s. 6d. per folio of 100 words, and attendances at £1 1s. to £2 2s. per hour.

This leads to the question of competition by unqualified persons. Apart from the case of Natal conveyancers, referred to later, there are, to an English solicitor, a distressingly large number of loopholes in the law relating to legal practice. For example, although an unqualified person may not, for reward, draw the memorandum and articles of association of a company, there is nothing to prevent such a person, e.g. an accountant, from lodging such documents, or any others that require to be filed, with the registrar of companies. Further, any person of full legal capacity may, for reward, wind up the estate of a deceased person; this is done extensively by estate agents, banks and Indians. But a most surprising thing is the South African public's casual manner of entrusting work with legal aspects to persons without legal qualifications; in particular, the almost universal habit of purchasers of immovable property signing, without taking legal advice, completed contracts of sale on printed forms presented to them by estate agents anxious to earn their commission. There might well be drunk a toast at provincial law societies' annual dinners "To the man who signs an estate agent's sale contract"; for, fool-proof general conditions for incorporation by reference being non-existent, these documents produce more otherwise avoidable lawsuits than almost any other single cause.

In attorneys' offices, owing to the peculiar wage structure in South Africa whereby a "European" leaving school will not accept a commencing wage of less than £15 per month, however good the prospects of the position, it is rare to find an unqualified managing clerk (who in England usually starts as an office boy). Office boys and junior clerks may be natives, and in Natal are usually Indians. The net result of all this is that an attorney, even in a big practice, will have to give far more personal attention to the small details of practice and procedure than does his opposite number in England; for, unless an attorney in practice has a professional assistant (the local name for admitted managing clerks), there is no one in his office to whom he can delegate responsible work.

Public Appointments

There are few openings for lawyers outside private practice, which makes the law less attractive as a profession compared with England. Supreme Court judges are the only persons who must have been advocates to have been appointed; there are no other public appointments for which by law or custom legal qualifications are a prerequisite, save that of Government attorney and his assistants. Magistrates are invariably appointed from the ranks of civil servants who have passed civil service legal examinations. They may have performed legal work in Government departments, or have acted as prosecutors of petty crime in the magistrates' courts; but they have no experience of private practice. Appointments equivalent to chairmen of quarter sessions, or judges of the Central Criminal Court, just do not exist.

From the point of view of attorneys, the prospects are equally bare. There are no appointments such as clerks to rural or urban district councils, county councils, licensing justices, the bench of J.P.'s, catchment boards, masters of the Supreme Court or taxing masters. Town clerks are laymen. Civil service appointments are rarely offered to members of the legal profession, and bilingualism is essential.

On the other hand, except in Natal, attorneys may, and often do, particularly in country districts, combine their practice with that of an auctioneer.

(*To be concluded.*)

THE YEAR'S PRACTICE POINTS—I

NAPOLEON was of the opinion, as Mr. Churchill recently reminded us, that constitutions should be short and obscure. The case is far otherwise with rules of court. They must be so detailed and must cover so many eventualities that brevity is not to be achieved in their compilation, while every obscurity is a blemish. That the remaining blemishes in the codes of procedure in our courts are so few is due chiefly to two factors. The labours of the Rules Committee keep the rules constantly revised so as to hold evenly the tactical balance between opposing parties, while the presidents and judges of the several divisions of the Supreme Court secure by administrative directions an efficient dispatch of the business of the courts. The second factor is the steady stream of cases reported on points of practice and procedure. The new rules and practice directions will no doubt already have been assiduously noted in the margins of the practice books. It is not so easy to keep pace with the flow of reported decisions. Yet, with the burden of current matters shed for the period of the Long Vacation, the practitioner in litigation will be well advised to try to make up a little of the lost ground. We offer him a brief guide to the principal tributaries.

Costs

Not always can the busy practitioner delegate matters of costs to a costs draughtsman or book-keeper. For instance, among the matters which a solicitor sitting with counsel in court often has to keep near the forefront of his mind is the possibility, and the desirability in appropriate cases, of applying for what is known (after a leading case) as a "Bullock order." Such an order may be appropriate whenever an action is brought claiming relief, whether in contract or in tort, against two or more defendants in the alternative. One of the defendants must succeed, and may in the court's discretion be awarded costs against the plaintiff. If the plaintiff recovers judgment against another defendant, that defendant may be mulcted in the plaintiff's costs. The order authorised in *Bullock* v. *London General Omnibus Co., Ltd.* [1907] 1 K.B. 264, was that the plaintiff after paying the successful defendant's costs might be allowed to add them to the amount of costs which he was entitled to recover from the unsuccessful defendant. A modern variation by which the successful defendant's costs are ordered to be paid direct by the unsuccessful defendant is often more advantageous to the plaintiff if there is any doubt of the solvency of the party ultimately liable. The order may be made even though the defendant who fails has made no attempt to shift the blame to his co-defendant, and though notice to that effect has been given before trial (*Bestermann* v. *British Motor Cab Co., Ltd.* [1914] 3 K.B. 181). Nevertheless (and this is the point made abundantly clear by *Hong* v. *Brown* (1948), 92 SOL. J. 124) there is not in any circumstances any right at law to such an order. The amount recoverable by the plaintiff in respect of the successful defendant's costs remains of the nature of costs, not damages, and like most other questions of costs the making of a Bullock order is a matter entirely for the court's discretion, notwithstanding that the joinder of the successful defendant may have been authorised under Ord. XVI, r. 7.

After delivering judgment in the complicated case of *Donovan* v. *Cammell Laird* [1949] 2 All E.R. 82, Devlin, J., heard argument on an application for a Bullock order in circumstances which raised again the question of the grounds on which the court may properly exercise its jurisdiction to make the order. The plaintiff, injured in working on a ship, had sued three defendants who were respectively his employers (ship repairers), the dock owners, and the managers of the ship. He relied against the ship repairers on their failure to provide a safe working system, and against the other defendants on an alleged breach of the Shipbuilding Regulations, 1931, on the footing that they were occupiers of the docks, liable to carry out certain duties therein specified. The learned judge, finding against the ship repairers, had held that on the true construction of the regulations the second and third defendants escaped liability. In support of this part of the plaintiff's case several authorities had been quoted, and it was sought to say that because the plaintiff had acted reasonably in the light of these authorities in joining the second and third defendants he was entitled to a Bullock order against the first defendants. His lordship did not, however, think it reasonable to penalise the ship repairers. The plaintiff had acted on a wrong view of the regulations. "It is extremely unfortunate," said his lordship, "that the plaintiff should have to bear the costs, but that is a misfortune which may fall on any member of the public when the court is concerned with construing obscure regulations." The Bullock order was refused.

Other cases on costs which may be noted by practitioners are *Re Gillson, deceased* (1948), 92 SOL J. 674 (only one set of costs allowable in the Court of Appeal where parties with precisely the same argument are separately represented); *Re Robertson, deceased* (1949), 93 SOL. J. 388 (full published scale of shorthand writers' charges allowed on taxation to the Public Trustee); *Re British Folding Bed Co.* [1948] Ch. 635 (as to payment out of a bankrupt's estate of the costs of solicitors who had acted for the bankrupt before and after the act of bankruptcy on which the petition was founded); *Finch* v. *Telegraph Construction Co.* (1949), 93 SOL. J. 219 (plaintiff's mistaken belief, based on medical evidence, in the existence of a substantial claim for damages held not to be a sufficient reason within s. 47 (3) (*a*) of the County Courts Act, 1934, for awarding costs on the High Court Scale where only £10 eventually awarded); *R.* v. *Kingston-upon-Hull Rent Tribunal* (1949), 93 SOL. J. 199 (successful applicant for certiorari to quash a decision of the tribunal granted costs against the tribunal, which had appeared by counsel and contested the applicant's right to the order); and *Wolfe* v. *Hogan* [1949] 1 All E.R. 570 (costs on High Court scale awarded to landlord granted an order for possession in a High Court action, notwithstanding that the defence was an unsuccessful attempt to establish that the property was within the Rent Restrictions Acts, the Court of Appeal holding that s. 17 (2) of the Rent Act, 1920, did not in these circumstances apply so as to make the matter one for remission to the county court).

Parties

The question whether a particular party is or is not properly joined as defendant to an action may be relevant, though not, as we have seen, conclusive, in cases where an order for costs on the Bullock principle is desired. The same question came to the fore in a different connection in *Re Barnato, deceased* [1949] 1 All E.R. 515, where trustees of a legacy settled by will, desiring to exercise a power of advancement in favour of a beneficiary entitled in expectancy, issued an originating summons to ascertain whether they might do so and how the sum advanced ought to be applied. To the summons they added a third question directed to discovering whether, on the death of the life tenant, they would be accountable for estate duty on the sum advanced, and in view of that question they joined the Commissioners of Inland Revenue as defendants to the summons. The Crown had made no claim for duty, for, as Lord Greene, M.R., remarked, it was not entitled to make a claim unless the tenant for life should die within five years of the advance or in certain other events. The question was thus quite hypothetical and anticipatory. We may regard the case as showing the closeness of the connection between procedural and substantive law; for it is a constitutional principle that the courts of this country have no jurisdiction to decide merely hypothetical issues even when the parties appearing before them raise no objection. Here the Commissioners of Inland Revenue did object, and the Court of Appeal, affirming Harman, J., held that "neither by originating summons nor by writ," to quote from the judgment of Cohen, L.J., "can the plaintiffs make the Crown, whether in the person of the

Attorney-General or the Inland Revenue Commissioners, respondent to proceedings of the kind which they have now commenced." The Crown's application under Ord. XVI, r. 11, to be struck out of the action was accordingly granted.

The Crown Proceedings Act, 1947

In the view which the Court of Appeal took in *Barnato's* case, *supra*, it was not necessary for them to consider in detail the Crown Proceedings Act. Harman, J., in the court below, however, let fall a *dictum* from which Cohen, L.J., said that he saw no reason to differ, and which is of general application. It is to the effect that the procedure by originating summons is available, having regard to s. 13 and s. 23 (2) of the Act and to the new Ord. IA, r. 1, to the subject against the Crown in any case where it would be available between subject and subject. The Act is, of course, already in frequent use both as to proceedings by and proceedings against the Crown. Some examples of its working are *Customs Commissioners* v. *Ingram* (1948), 92 SOL. J. 407; a case of the same name but against a different defendant reported at (1949), 93 SOL. J. 338; *Benson* v. *Home Office* [1949] 1 All E.R. 48; and *Argonaut Navigation Co., Ltd.* v. *Minister of Food* [1949] 93 SOL. J. 58. No doubt its provisions will be increasingly canvassed in the next legal year.

J. F. J.

A Conveyancer's Diary

THE NEW DEATH DUTIES—I

THE Finance Act, 1949, received the Royal Assent on the 30th July last, but I make no apology for not commenting on those portions of the Act which are of direct interest to conveyancers in this "Diary" before now. It was some weeks before a print of the Act became available to the public, and then the changes made by this Act are in some respects so far-reaching that they required a good deal of reflection before I could set my comments on them on paper. This I hope I have now given to the sections of the Act dealing with death duties, which will form the subject of these columns for the next week or two.

The most important of the changes made in the law relating to death duties is, of course, the abolition of legacy duty and succession duty (s. 27). As far as the purely financial side of this reform is concerned, the public purse will be compensated for the loss of the revenue derived from these duties by a general re-adjustment in the scale according to which the single remaining death duty, that is, estate duty, will be levied in the case of all persons dying after the 30th July, 1949. The new scale of estate duty is to be found in Sched. VII to the Act, and it is brought into operation by s. 28 (1). The effect of the new scale was compared with the rates at which the then existing duties were levied when the Act was still in Bill form in an article by Mr. R. Dymond, which appeared in this journal on the 23rd April last (see p. 258, *ante*), and since the scale proposed in the Bill has been enacted without modification, the comparison there drawn still holds good. The broad effect is to increase the amount taken in duty in the case of all estates above £35,000 in value: in the case of estates exceeding £100,000 the increase is considerable.

With the abolition of legacy duty and succession duty there depart from the statute book the measures which introduced those duties—the Legacy Duty Act, 1796, and the Succession Duty Act, 1853, and a host of amendments and additions to the parent Acts. Neither the abolition of duties nor the repeal of statutes should *per se* be a matter for anything but universal congratulation, but these two statutes were generally regarded as two of the best drawn statutes in the book: *si sic omnes*. They are now repealed by Pt. IV, Sched. XI, to the Act—the Legacy Duty Act, 1796, with the exception of s. 37 (which in effect validates anything properly done under the Act while it was still in force, despite its subsequent repeal), and the Succession Duty Act, 1853, with the exception of s. 47 (which applies now only to Scotland) and ss. 49 and 53 (which provide, respectively, for authority for the commissioners to call for accounts, and for the payment of the duty on property chargeable therewith when that property is the subject of administrative proceedings).

The abolition of the two duties is not, of course, a simple affair to be carried out by a stroke of the pen. Section 27 (1) in fact provides that the duties shall not be chargeable (1) on either a legacy derived from a testator or intestate dying after the 30th July, 1949, or a succession conferred after that date, or (2) on any other legacy or succession in so far as the duty would, apart from s. 27, be payable in connection with any one of a series of events mentioned in s. 27 (2). There is no difficulty in regard to the legacies and successions forming the first of these two groups; the operative date for determining whether or not s. 27 applies to a particular case is, in the case of a legacy, the date of death of the testator or intestate, and in the case of a succession the date of the disposition which confers (or, *semble*, is deemed to confer) the succession (see s. 2 of the Succession Duty Act, 1853, whose ghostly shade must still be looked to for the clue to this provision).

The series of events mentioned in s. 27 (2), beginning with "the death of any person," are exactly the same as those mentioned in subs. (3) of s. 49 of the Finance Act, 1947 (which in effect doubled the rate of legacy and succession duties). The events in question, with examples of their operation, are as follows:—

(*a*) The death of any person. For example, a legacy was settled successively on A for life with remainder to B, and different rates of legacy duty were chargeable under the old law in respect of A and B, with the result that under that law legacy duty would have become payable on the death of A and the consequent vesting in possession of the legacy in B. If A now dies after the 30th July, 1949, this provision relieves from the payment which would have otherwise become payable on his death.

(*b*) The determination or failure of any charge, estate, interest or trust. An example of the circumstances in which this sort of event may occur would be the substitution, in the last example, for the death of A, of the surrender by A of his life interest in the legacy and the consequent acceleration of B's interest therein. Such a surrender attracted legacy duty under the old law, but will not do so now if the surrender is made after the 30th July, 1949.

(*c*) The exercise of a power of appointment. This event relates to general, not to special, powers of appointment. Under the old law, if, in the example in (*a*) above, after A's life interest there had been a limitation among a class as A should appoint, an appointment by A would not of itself have attracted duty; the duty became chargeable when the appointment took effect. But if in the example given the power had been general, and A had appointed to himself, the appointment of itself would have attracted duty since, by its exercise, A made himself the absolute owner of the property in question. In such a case, the exercise of a general power after the 30th July, 1949, will not now attract duty.

(*d*) The making of any payment or the application of any property, if the duty would apart from this section be chargeable either (i) under s. 11 of the Legacy Duty Act, 1786, or under that section as applied by s. 32 of the Succession Duty Act, 1853, or (ii) under s. 25 of the Act of 1853. An example of (i) is a payment made under a discretionary trust or under a power of maintenance, which under the old law attracted duty, but which will not do so after the 30th July, 1949. An example of (ii)

was the succession duty payable under the old law on the fine received on account of the renewal of a lease of land enjoyed by a successor having only a limited interest in the land; this will not now be payable if the renewal occurs after the 30th July, 1949.

(*e*) Any other event which, under the provisions of the relevant will or disposition or the rules governing the distribution of an intestate's estate, affects the right to the legacy or succession or to the enjoyment thereof, or which changes the nature of the property comprised therein or any part of that property. This provision is so general that no single example can give any useful idea of its scope.

By s. 27 (3), legacy duty is to be regarded as payable in connection with any of the five events mentioned above if, *inter alia*, the legacy is paid, delivered, retained, satisfied or discharged; this provision clarifies the position in any case where, for example, a legacy is appropriated to an infant but no actual payment takes place.

The general effect of these provisions is that the payment of legacy and succession duty is no longer required in any case unless, under the law as it existed before the 30th July, 1949, either of these duties had in any circumstances become payable before that date. And as in the case of both those duties the duty in question may have been paid on the *corpus* of the property subject thereto and such payment covered the duty payable on future limited interests in the property, provision is made in this Act for an adjustment of duty in such cases. Comment on this part of the Act must wait until next week.

"A B C"

Landlord and Tenant Notebook

PROTECTED TENANTS: POSITION OF PERSONAL REPRESENTATIVES

No doubt one of the many things that the framers of the Increase of Rent and Mortgage Interest Restrictions Acts, 1930 to 1949, did not contemplate was that whenever a protected contractual tenant died intestate there might be a speed contest between his landlord engaged in serving notice to quit on the President of the Probate Division of the High Court (*via* the Treasury Solicitor; see 93 SOL. J. 154) and members of the bereaved family applying for a grant of letters of administration. If in the recent case of *Harrison* v. *Hopkins* [1949] 2 All E.R. 597 (C.A.), such a contest did take place, the plaintiff landlord must have been the loser; for the death of his original tenant occurred on 14th June, 1948, the defendant, who was one of his six children, took out a grant on 7th July, and the notice to quit on which he relied was served on 24th August, expiring on 6th September, and was served on the defendant who had lived in the house for many years. In the local county court, an order for possession was made because the learned judge considered that *Smith* v. *Mather* [1948] 2 K.B. 212 (C.A.) applied to the facts before him. The Court of Appeal decided otherwise, and also negatived rather more formidable arguments based on other authorities.

Probably the strongest of these was that which invited the court to draw an analogy between the position of the personal representative of a deceased landlord and the personal representative of a deceased tenant. In *Sharpe* v. *Nicholls* [1945] K.B. 382, the widow and nephew of a deceased landlord claimed possession of a cottage on the ground that the widow reasonably required it for her own occupation (para. (*h*) of Sched. I to the 1933 Act); Morton, L.J., said that there was no evidence that the widow had any beneficial interest in the premises and that the expression "landlord" in para. (*h*) did not apply to one of several personal representatives. In *Parker* v. *Rosenberg* [1947] K.B. 371 (C.A.), when executors of a landlord who were trustees for his sister sought to obtain possession for her, it was held that while she could not sue, they could not bring themselves within the vital paragraph. And in *McIntyre* v. *Hardcastle* [1948] 2 K.B. 82, an action by two sisters, who were jointly both legally and beneficially the owners of the house but only one of whom required it as a resident, failed for similar reasons. In the first of these three decisions, Morton, L.J., drew a picture of a case in which a landlord appointed four strangers in blood to be executors of his will, and one of them happened to want the house as a residence.

True, the plaintiff in *Harrison* v. *Hopkins* was thus enabled, with less strain on the imagination, to visualise a position in which each of the five brothers and sisters of the defendant, who had shown no signs of activity, might subsequently come down on her demanding recognition of his or her status. But the court held, in effect, that it was a mistake to assume that in the case of controlled tenancies what is sauce for the goose is sauce for the gander. The meaning of the word "tenant" could not, as Asquith, L.J., put it, be deduced simply *mutatis mutandis* from that of the word "landlord" by conversion, reciprocity or any other logical automatic device.

"Tenant" in fact includes "any person from time to time deriving title under the original tenant" (1920 Act, s. 12 (1) (*f*)) and there was a decision, *Lawrance* v. *Hartwell* [1946] K.B. 553 (C.A.), that a sole executrix and sole beneficiary under a will was entitled to the protection of the Acts; and in his judgment Morton, L.J., expressed the opinion that an executor without beneficial interest would be protected though someone else might some day demand an assent from him. This *dictum* was, as might be expected, treated with respect by the court in *Harrison* v. *Hopkins*, who of course did apply the executor sauce to the administratrix.

As to *Smith* v. *Mather*, the first case in which notice to quit was served on the President of the Probate Division, this decision really had no bearing on the matter because no one took out letters of administration and what was decided was that the notice to quit determined the contractual tenancy and there was then no one with the qualifications of a statutory tenant. But here the defendant on whom notice had been served fell within the definition cited at the commencement of my last paragraph, and was in residence.

* * * * *

SERVICE OCCUPANT OR SERVICE TENANT

As recently as 4th June (93 SOL. J. 369) the "Notebook" had occasion to refer to the impossibility of giving an exhaustive test by which one could decide whether an agreement created a tenancy or granted a licence, as witness the judgments of Sir George Jessel, M.R., in *Bradley* v. *Baylis* (1881), 8 Q.B.D. 195 (C.A.), and of Romer, L.J., in *Kent* v. *Fittall* [1906] 1 K.B. 60 (C.A.). Every now and again a difficult question arises, and not infrequently the grantee of what is alleged by him to be a tenancy and by the grantor to be a licence is an employee of the grantor and his occupation of the premises concerned is closely connected with his employment. In a recent case which came before the Court of Appeal, who reversed the decision of the court below (*The Three D's Company* v. *Barrow*, reported in the Journal of the Central Landowners' Association, vol. 28, p. 116), it appeared that the defendant in an action for possession had occupied the cottage claimed after agreeing to a draft agreement and being told that he could "have" the cottage on condition that he went there as a gardener and worked for the plaintiffs. The draft agreement freely used the word "landlord" when describing them; it gave "the landlord" a right of entry for inspection purposes and forbade assignment, underletting or parting with possession or taking in lodgers without the consent of the "landlord"; and indeed, as both language and substance were what one would expect

in a tenancy agreement (a licensee cannot, of course, assign), it is difficult to see how the county court judge reached the conclusion that the defendant was a mere licensee. I say "both language and substance" because the importance of the latter, and of circumstances showing true intention, was emphasised in such decisions as *Smith* v. *St. Michele (Cambridge) Overseers* (1860), 3 E. & E. 383, and *Joel* v. *International Circus Christmas Fair* (1920), 124 L.T. 459 (C.A.). But I believe that, after the decision in *Southgate Borough Council* v. *Watson* [1944] K.B. 541, local authorities charged with the duties of providing for the homeless hastened *ex abundanti cautela* to eliminate all references to "rent," etc., in the documents they used.

Once there is a tenancy, the employer-landlord may be able to obtain possession, having determined both employment and tenancy, on the ground set out in para. (*g*) (i) of Sched. 1 to the Rent, etc., Restrictions (Amendment) Act, 1933: that is to say, he must have engaged or conditionally engaged another employee, and be able to show that the house was let to the defendant in consequence of his employment (this may now be the case though the defendant did not appreciate it when engaged: *Braithwaite & Co., Ltd.* v. *Elliot* [1947] K.B. 177 (C.A.), overruling *Frederick Braby & Co., Ltd.* v. *Bedwell* [1926] 1 K.B. 456, and disapproving a *dictum* in *Queen's Club Garden Estates, Ltd.* v. *Bignell* [1924] 1 K.B. 117). But none of these authorities even suggests that a tenant who is also a servant, even if his agreements provide for automatic determination of the one relationship on determination of the other, is outside the protection of the Increase of Rent, etc., Restrictions Acts. An employer who desires to anticipate the development of a statutory tenancy must take good care to make clear that accommodation is to be occupied by the employee as a licensee.

R. B.

CORRESPONDENCE

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL]

Minimum Scales of Conveyancing Charges

Sir,—My friend Mr. Haselhurst appears to be under a misapprehension. The proposed scale would prevent him doing work for nothing or for less than the minimum laid down. This is explicitly stated in r. 1. Indeed, for the purposes of the scale this must be so, or one could evade the rules by giving a client, say, one free conveyance in four. If it is fair to charge nothing, why is it inadmissible to make a charge designed to cover office expenses or to exclude or reduce the profit element in a hard case?

The barefaced plea for compulsory departure from the professional standards of the Victorian era is astounding. Whatever one's tailor may do, he would allow more than a 15 per cent. reduction for a large quantity, which the south-western scale would not permit, and would not be expelled from his business if he sent in a low bill. Such things do happen, for a client of mine agreed to charge only the cost to himself on a claim for a special pair of shoes only the other day, and it occurred to nobody that that was immoral. The business outlook tends nowadays to the professional and the reverse process is to be deplored. In Chester and Wrexham there is no undercutting and no compulsory minimum. The scale would not only interfere with our discretion but most probably reduce our present standards of charges to the 85 per cent. and at least one solicitor from Mr. Haselhurst's Northwich (not Norwich) has given such a reduction as one of the "benefits" to be expected of the scale.

The point made by Mr. Osborne Roberts is answered by a reference to Mr. Hamlin's letter in your issue of 30th July last. There, an application for the exercise of a committee's discretion seems to have met with anything but sympathetic consideration.

Conveyancing work is indistinguishable from any other when compassionate elements are involved. We are all opposed to undercutting or touting, but the profession is finished if we can no longer trust one another to exercise a discretion for ourselves in a proper case. It is the proposed regimentation (which we all deplore in other spheres) which makes the south-western scheme so dangerous.

R. E. BALL.

Chester.

Sir,—Underneath this unhappy wrangle over minimum scales is there not a still deeper question, viz., does the individual solicitor owe any duty to the profession or are his obligations merely to his clients and himself?

We are told that in former days it used to be customary for a solicitor to decline instructions if he knew that someone else had already been instructed. If this is really so, it would seem that solicitors used to cherish the idea (does it now seem quixotic?) that their *first* duty was to the profession and that their own immediate interests and those of prospective clients were of secondary importance. Times and manners have certainly changed.

While not doubting the sincerity of Mr. Rigby's letter—would there were more who shared his generous impulses—one questions whether he is on safe ground when he says "Whether any course of action is in itself good or bad is essentially dependent on the motive which actuates it." Surely an act must be judged by its effects; the motive behind the act is only material when praise or blame is being considered. Now the case for minimum scales is this: that whenever a solicitor reduces his charges below certain limits (be his motives what they may), the effect is likely to be (i) the undermining of confidence in neighbouring practices, and (ii) his own ultimate embarrassment.

As an illustration of the first point, one might take the extreme and, be it added with emphasis, entirely imaginary case of a young solicitor commencing practice on his own in a small country town. Once he has paid his very low expenses his main concern will be the building up of a practice. Indeed, as he contemplates his new and shining text-books and the clients' empty chairs he will quickly come to the conclusion that it will be better for him to work for nothing than to do no work at all. It follows that he will be able to reduce his charges to such an extent that the accounts of neighbouring firms will seem altogether extortionate in comparison. If he does do this, what will happen? When the clients of old-established Messrs. Sphinx & Co. hear that Mr. Galahad, an excellent young man in every way, is doing conveyancing for less than the usual fees, will there not be a steady exodus from Messrs. Sphinx & Co.? Other things being equal, most people prefer paying less rather than more. Mr. Galahad, for his part, may be perfectly genuine when he avows that he has no desire whatever to attract other people's clients by reduced charges or any other means, and he will point to the fact that, as yet, few of his new clients are well-to-do. But old Mr. Sphinx's problem is not what Mr. Galahad desires—but what is actually happening. Mr. Galahad's motives may be beyond reproach; it is the effect of what he is doing that causes all the trouble.

It is difficult to know what Mr. Ball and his supporters would advise Mr. Sphinx to do in these unhappy circumstances. They may suggest the Hippocratic oath as a form of consolation—but that won't get him very far. Is he to reduce his charges? If he does, this placid little town of our imagination will be treated to the unedifying spectacle of one solicitor trying to outbid the other in "generosity." Moreover, in such a competition Mr. Sphinx is bound to lose. He is imagined as an elderly solicitor with three sons at the most expensive stage of their education, whereas Mr. Galahad's only child is still asleep in her pram. In other words, Mr. Sphinx needs *present* income; Mr. Galahad can afford to wait. Indeed, being a shrewd, as well as an excellent, young man, Mr. Galahad will doubtless reflect that there may come a a day when income tax will not be as high as 9s. in the £.

With regard to the second point, the question is bound ultimately to arise as to how Mr. Galahad is going to ensure fairness between his own clients. If he pays the stamp duty for client A, what is he going to do when confronted with A's numerous and maybe equally deserving friends who hope for similar assistance? Again, is Mr. Galahad going to inquire into the means of all his clients before sending out his bills? If not, how is he to ensure real fairness? One client may plead poverty—but be considerably better off than another who makes no complaint. Indeed, the problems are endless.

Let it not be thought that the present writer questions the ideals behind Mr. Rigby's letter or that he fails to realise how heavy is even the minimum scale in some cases. But hard cases make bad law and bad practice too. With respect and in real humility, the writer submits that what is involved here is a principle more important even than the hardship caused to the occasional client. The principle is plainly this: as we value the integrity of the profession, ought we not before being generous to our clients to ensure that we are at least just to one another?

X Y Z

Notes from the County Courts

WORKMEN'S COMPENSATION AND NATIONAL INSURANCE

Is it possible for a workman at one and the same time to be entitled to compensation from his employer under the Workmen's Compensation Acts and to injury or disablement benefit under the National Insurance (Industrial Injuries) Act, 1946? The Workmen's Compensation Acts are repealed by the Act of 1946, but subject to the provisions of s. 89, which enacts that:—

"Workmen's compensation shall not be payable in respect of any employment on or after the appointed day . . .

"Provided that—

"(*a*) the said enactments [i.e., the Workmen's Compensation Acts] shall continue to apply to cases to which they would have applied if this Act had not been passed, being cases where a right to compensation arises or has arisen in respect of employment before the appointed day, except where, in the case of a disease or injury prescribed for the purposes of Pt. IV of this Act, the right does not arise before the appointed day and the workman, before it does arise, has been insured under this Act against that disease or injury."

The right to benefit under the Act in respect of an industrial disease depends on s. 55 (1):—

"Subject to the provisions of this Part of this Act, a person who is under this Act insured against personal injury caused by accident arising out of and in the course of his employment shall be insured also against any prescribed disease and against any prescribed personal injury not so caused, being a disease or injury due to the nature of that employment and developed on or after the appointed day."

The difficulty of construing these provisions is illustrated by *Hales* v. *Bolton Leathers, Ltd.*, an arbitration under the Workmen's Compensation Act, 1925, recently heard by His Honour Judge Allan Walmsley, K.C., in the Bolton County Court.

The learned judge stated the facts as follows:—

"1. On the 27th November, 1947, the applicant, Mr. Frederick Hales, while in the employment of the respondents, Bolton Leathers, Ltd., was certified to be suffering from dermatitis produced by dust or liquids, a disease coming within s. 43 of the Workmen's Compensation Act, 1925, and to be thereby disabled from earning full wages at the work at which he had been employed. The 26th November, 1947, was certified as the date of the commencement of the disablement.

"2. The applicant was off work, and under total incapacity, until the 12th December, 1947, on which date he returned to his old work.

"3. The applicant worked at his former job for about eight months, but on the 14th August, 1948, he was obliged to go off work again, in consequence of what I am satisfied, from his evidence and that of Dr. Fred Glyn Hughes, was and what I find as a fact to have been a recurrence or recrudescence of his original dermatitis, from which he had never been completely cured.

"4. The applicant was again under total incapacity and off work from the 14th August to the 8th December, 1948. On that date he went back to work, but this time to what may be called a dry job—one not involving contact with liquids, but at which he was able to earn, and did earn, less than his pre-disablement average earnings.

"5. After about three weeks, namely, on the 30th December, 1948, the applicant had again to go off work and remained off work until the 10th March, 1949, when he returned to the dry job, at which he is still employed.

"6. The applicant has accordingly suffered the following incapacity, namely:—

"(*a*) Total incapacity from the 27th November to the 12th December, 1947. In respect of this period he has received full compensation from the respondents.

"(*b*) Total incapacity from the 14th August to the 8th December, 1948, and again from the 30th December, 1948, to the 10th March, 1949, and partial incapacity from that date and continuing.

"7. In respect of the total and partial incapacity in 6 (*b*) the applicant applied for and has received, under the National Insurance (Industrial Injuries) Act, 1946 (to which I will refer as the National Insurance Act), injury benefit for the maximum period of 156 days and thereafter disablement benefit."

Whether or not the applicant was entitled to succeed in his claim, namely, to compensation in respect of periods of incapacity wholly subsequent to the appointed day, depended upon when the right to compensation arose.

"The right to compensation," said the judge, "arises under and by virtue of s. 1 of the 1925 Act, and I think it material to observe that the section does not in express terms confer a right—it does not say that the workman shall be entitled to compensation in certain events, but says that in certain events the employer shall be liable to pay compensation. It is the imposition on the employer of this liability to pay compensation which creates the right of the workman to receive it.

"When, then, does the liability arise? The section seems explicit. 'If in any employment personal injury by accident arising out of and in the course of the employment is caused to a workman, his employer shall, subject as hereinafter provided, be liable to pay compensation in accordance with the provisions hereinafter contained.' Then follow certain provisions, including one to the effect that the employer shall not be liable in respect of an injury which does not disable the workman for at least three days from earning full wages.

"The view I take of the section is that the right to compensation arises as soon as the injury by accident has been sustained and the workman has been disabled from earning full wages for at least three days. While he is totally disabled his right is to full compensation, if he can work at a reduced wage his right is to partial compensation, if he recovers sufficiently to be able to earn his full pre-accident wage, the right is suspended, and if he again becomes totally or partially disabled from doing so, the right revives, but in the latter event it is not a new right, arising for the first time when the disability recurs, but the original right which arose when the conditions laid down in s. 1 were fulfilled.

"It follows, in my opinion, that by virtue of s. 43 of the 1925 Act, in the case of an industrial disease, the right arises, once for all, as soon as the workman is certified to be suffering from a disease mentioned in Sched. III to the Act and to be thereby disabled from earning full wages."

On the basis of the learned judge's finding set out in para. 3 of his statement of the facts, this conclusion seems, with respect, to be entirely consistent with the decision of the House of Lords in *Richards* v. *Goskar* [1937] A.C. 304, where it was held that in an application under s. 43 of the Act of 1925 it was the disease itself and not the certificate of disablement which should be regarded as the equivalent of a "personal injury by accident." The case, therefore, of a workman who succumbs to an industrial disease, recovers sufficiently to return to his original work, but subsequently suffers a recrudescence of the same disease, seems indistinguishable in principle from the case of the workman injured by accident who subsequently suffers only intermittent incapacity. In a case of the latter type, suppose a workman injured by accident, with consequent incapacity, from which, however, he recovers before the appointed day, only to suffer a renewed incapacity after the appointed day. To deny in that case that "a right to compensation has arisen in respect of employment before the appointed day" would, it seems, necessarily involve the argument that the "right to compensation" which the section contemplates is something which arises only from day to day during the continuance of incapacity.

This, of course, would make nonsense of the whole proviso, since it would render any exception to the repeal of the Workmen's Compensation Acts wholly unnecessary.

It will be noticed that in the case of injury by accident, a workman may be paid compensation after the appointed day, provided his right to it has arisen *in respect of employment before the appointed day*; in the case of disease there is a further requirement that the right itself must have arisen before the appointed day. But this distinction does not really present any difficult problem of construction, since its purpose is plain. An injured workman may be said to claim compensation in respect of his employment at the date of the accident. On the other hand, the claim of a diseased workman under s. 43 may be made in respect of any employment in which he was engaged during the twelve months prior to the certified date of disablement. The additional requirement, therefore, that a diseased workman claiming compensation after the appointed day must show that

his right to compensation arose before the appointed day, is presumably designed merely to bar the claim of the workman whose certified date of disablement is after the appointed day, but who could otherwise claim to have contracted the disease in employment before the appointed day.

The corollary to the question raised in this case turns on s. 55 of the new Act. When is a disease "developed"? One may reasonably suppose that the legislature never intended diseased workmen to be entitled to be doubly compensated for their ills. It may well be, therefore, that "developed" is intended to mean developed for the first time. On the other hand, it would perhaps be a more natural use of language to say that a man develops a disease whenever it attacks him in such a way as to produce incapacity, even though he may have been more susceptible to such attack by reason of previous suffering from the same disease. The time will no doubt come when the courts will be called on to resolve this problem also.

N. C. B.

HERE AND THERE

NO PEACE FOR GRAY'S INN

No Long Vacation hush has settled on Gray's Inn. The Palace of Justice may be a solitude where only the bar in the crypt keeps up a gentle flow of business. Amid an encroaching flower and plant life, summery frocks may gather in the luncheon hour to brighten the almost classical ruins of the Temple Cloisters. But Gray's Inn Square is one vast building-yard, full of bricks and tiles and chimney-pots, and timbers and steel girders, and those little huts that are the contractors' field headquarters. Any professional frivolities in which the lawyers, whose offices lie thereabouts, may happen to be engrossed, take second place, in the face of the stern realities of the concrete mixers and pneumatic drills of the toilers, jointly and severally in action. Not that the disturbance is disproportionate to the task in hand. Besides the Hall and the Chapel, seven of the fourteen staircases in the Square completely vanished in a blaze of glory that had a terrible beauty about it at the time but left a wasted desolation behind. After our enemies had accomplished this in two fiery raids in 1941, there were two yawning gaps in the building line with charred and jagged edges where the flames had been arrested at the surviving buildings. Was it all just chance? Was it at all connected with the comminations reported to have been uttered by the late William Joyce against "the thieves of Gray's Inn"? Did the regular quadrangles from a bird-man's eye view look like a military objective? Maybe. Certainly at close quarters a French officer, glittering with the insignia of high rank, was once overheard authoritatively explaining to a compatriot, to whom he was showing the sights and bomb-sites of the capital, that *this* had been a barracks. But that was in the days when an enormous silver whale of a barrage balloon was making regular ascents from the middle of the Square to scare off the airy navies then grappling in the central blue.

GETTING A MOVE ON

Now that the time has come to put it all together again, the first priority, to fall into current governmentese, is the rebuilding of the Hall and the smoothing out of the jagged edges at the fire's limits. The Hall was nothing but a rubble-filled shell; the chambers and offices, where the flames were stopped, were, for the most part, little better by the time seven long years of penetration by frost and snow and wind and rain and rats and cats and dry-rot had taken full effect. Just now the main rush is on the completion of No. 1. The half south of the staircase and the ground floor on the north side were relatively easy to recondition, but all above that ground floor was not far off being a matter of complete rebuilding. Here the pressing factor that has been stimulating the contractors to a very remarkable turn of speed is the necessity to get a roof over the head of Devlin, J., before the end of the Long Vacation, since one of the sets of chambers is to be his, and the litigating public, which has a vested interest in his undivided attention in term time, would never wish his meditations to be marred by the disturbing consciousness in the back of his mind of the domestic upheaval of a removal in actual progress among his goods and chattels.

NEW HALL, OLD HALL

THE speed at No. 1 is extremely impressive, but it is the Hall that is the scene of a display of quite extraordinary technical virtuosity on the part of the builders. The clearing of the ground in the cellars (where, incidentally, quite a lot of the wine survived the blaze in a drinkable condition) was a simple matter; not so the business of lowering the floor level a couple of feet and widening the basement windows to four feet. That meant that the old mediæval chalk foundations on which the reconstructed Elizabethan Hall (total cost £863 10s. 8d.) had rested became inadequate and a complicated operation of excavation and underpinning has literally put the old walls on an entirely new basis of steel and modern brickwork. Above that, in due course, will go a new ground floor of reinforced concrete. The new spacious basement will, of course, have all the practical advantages, so good-bye to the intricacies of the mysterious old cellars with their seven foot of head-room and the cool dimness where lay the hoarded treasure of their wines. Above, the Hall will be almost exactly as it was before, save that a new bay window at the south end of the dais will match that on the north, a symmetrical novelty, on the merits of which opinions differ, but at least it ensures the permanent disappearance of the lavatory block which the cultivated Victorians stuck against the Hall walls at that point. The Elizabethan carved oak screen was removed from the Hall in time to save it, and the roof of bracketed hammer beams, with main rafters 31 feet long, will be reproduced in accordance with the original scale drawings. We shall see it all, they say, in a year or so.

RICHARD ROE.

BOOK REVIEWS

Rent Tribunals. "This is the Law" Series. By HARRY SAMUELS, M.A., of the Middle Temple and Northern Circuit, Barrister-at-Law, and ROBERT CHOPE, of the Inner Temple and South-Eastern Circuit, Barrister-at-Law. 1949. London: Stevens & Sons, Ltd. 4s. net.

Ubi remedium, ibi jus. We all know that a good deal of substantive law can be learned by studying books devoted to practice or even to rules of court only, but the title of this useful addition to the "This is the Law" Series must not be taken to indicate an approach to the provisions of the Furnished Houses (Rent Control) Act, 1946, and Landlord and Tenant (Rent Control) Act, 1949, on such lines. The nature and functions of rent tribunals and their procedure (and vulnerability *via* prerogative writs) are duly and very lucidly described, but chapters are devoted to such matters as standard rent and control, to premiums and their recovery, to the new law affecting shared accommodation, and to the old and new law on security of tenure in the case of furnished lettings. The practitioner will welcome references to authorities (a new feature, I think, in this series) and useful quotations from judgments and speeches delivered therein. One could, perhaps, wish that the distinction between the functions and procedure of tribunals under the two Acts had been a little more clearly brought out; the use of the expression "reference" when "application" is the correct word (p. 2) is not a serious fault, but in Chap. V it is not always easy to say which kind of proceedings is being described, and the omission to indicate when penal consequences attach to a failure to supply information is one which might usefully be remedied. It might also be pointed out, in Chap. VI, that there is no security of tenure when a tenancy is not determinable by notice to quit.

The Magistrates' Courts. By F. T. GILES, LL.B. 1949. Harmondsworth: Penguin Books, Ltd. 1s. 6d. net.

The author of this little book has been a clerk in the Metropolitan magistrates' courts service since 1920, and chief clerk of the Clerkenwell Magistrates' Court since 1933.

Out of the wealth of experience he has acquired he has compiled a book which should give the man in the street a general idea of the workings of the magistrates' courts, the type of cases they most frequently have to consider, and the principles of law and practice which govern this procedure. It is a book which might well be of assistance also to newly appointed lay justices, who wish to acquire in advance an outline of the work which they will require to do when they take their seats upon the Bench.

NOTES OF CASES

COURT OF APPEAL

DIVORCE: MEANING OF "ALIMONY"

Gaisberg *v.* Storr

Bucknill, Cohen and Asquith, L.JJ. 18th July, 1949

Appeal from Watford County Court.

The plaintiff and the defendant were married in 1925. In 1945 they entered into an agreement of separation, the defendant husband agreeing to pay the plaintiff £2 10s. per week during their joint lives. In February, 1947, the plaintiff petitioned for divorce on the ground of adultery. In March, 1947, the defendant signed an undertaking "to pay my wife . . . £3 per week alimony as from . . . the decree *nisi* . . . in these proceedings." In August, 1947, a decree *nisi* was pronounced. In October, 1947, the decree was made absolute, and in September, 1948, the plaintiff married another man. The defendant paid the plaintiff £3 a week until the plaintiff's second marriage. She brought this action claiming £3 a week from that date under the agreement of March, 1947. The county court judge gave judgment in her favour, and the defendant now appealed.

BUCKNILL, L.J., said that in his opinion the agreement of November, 1945, was only intended to apply while the parties remained married. The written agreement of March, 1947, was a *nudum pactum*. The only consideration which could be suggested by inference for the undertaking by the defendant to pay £3 a week would be an undertaking by the plaintiff not to apply to the court either for alimony *pendente lite* or permanent maintenance; but any such undertaking by the wife would have been void and unenforceable: *Hyman* v. *Hyman* [1929] A.C. 601. The word "alimony" in the Divorce Division connoted either "alimony pending suit," that was, from the filing of the petition until the grant of decree absolute, or "permanent alimony," where the marriage tie subsisted and there was merely a decree of judicial separation. Strictly speaking, therefore, the word in the agreement only applied to the time between decree *nisi* and decree absolute, and the action failed.

COHEN, L.J.—agreeing—said that the county court judge had relied on *Watcham* v. *A.-G. of the East Africa Protectorate* [1919] A.C. 533, *per* Lord Atkinson at p. 540. The principle there laid down must be applied with care. It must first be shown (1) that there was an agreement, and (2) that the acts relied on unequivocally supported the construction which the court was invited to adopt. As to the first condition, he (his lordship) agreed with Bucknill, L.J. As to the second, even if there was an agreement, the acts relied on were as consistent with its coming to an end on the new marriage of the wife as with its continuing during the joint lives of the plaintiff and the defendant, the construction adopted by the county court judge.

ASQUITH, L.J., agreed. Appeal allowed.

APPEARANCES: *Marnham* (*Michael Abrahams, Sons & Co.*); *N. Black* (*Julius White & Bywaters*, for *Penman, Johnson and Ewins*, Watford).

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

RENT RESTRICTION: "SEPARATE DWELLING"

Wimbush *v.* Cibulia

Sir Raymond Evershed, M.R., Singleton and Jenkins, L.JJ. 20th July, 1949

Appeal from Westminster County Court.

In 1925 the respondent tenant took a weekly tenancy at 15s. a week of two first-floor rooms, which he and his family used as a separate dwelling until 1933, one room being used as a bedroom and one as a kitchen. In 1933 the tenant obtained a weekly tenancy at £1 1s. 6d. a week of the ground floor and basement of the same house. The second tenancy was and remained a separate and distinct letting from the first, as the two separate rent books showed. On acquiring the second tenancy the tenant turned the first-floor room, which had been a kitchen, into a second bedroom, the ground-floor rooms being used as kitchen and tailor's workroom respectively, and the basement as a larder. That reorganisation was effected with the landlord's approval. In 1948 the appellant landlord, after serving due notice to quit the ground floor and basement, being the additional premises acquired under the second tenancy, claimed possession of them in the county court. The county court judge held that the tenancy of the ground floor and basement was protected by the Rent Restriction Acts because they were in his opinion the true home of the tenant and his family and there was nothing to prevent the erection of a bed for sleeping in those rooms. The landlord appealed. (*Cur. adv. vult.*)

JENKINS, L.J., reading the judgment of the court, said that the ground floor and basement did not constitute a separate dwelling within the Rent Restriction Acts since at all times after the letting of that part of the house to the tenant in 1933 one of the essential operations of living, namely, sleeping, was carried on in the other part consisting of the first-floor rooms. *Curl* v. *Angelo* (1948), 92 SOL. J. 513 and *Wright* v. *Howell* (1947), 92 SOL. J. 26, were applicable. However, the circumstances in which and purposes for which the additional tenancy was granted provided a substantial indication that, although the additional letting was in the form of a separate transaction, the true intention of the parties might well have been that the two tenancies should be treated as one letting and at all events should be inter-dependent so that the later was supplemental to the earlier and could not be determined apart from it, in which event the tenant could claim protection in respect of all the rooms occupied by him as a separate dwelling comprised in a single tenancy. The case must be remitted to the county court judge to determine whether the formally separate character of the two tenancies must be accepted at its face value or whether in fact the parties had really agreed in effect to the creation of a single tenancy. Appeal stood over. Case remitted.

APPEARANCES: *Marnham* (*Taylor & Humbert*); *Elliot Gorst* and *J.B. Elton* (*Seifert, Sedley & Co.*).

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

RENT RESTRICTION: "SEPARATE DWELLING"

Wimbush *v.* Levinski

Sir Raymond Evershed, M.R., Singleton and Jenkins, L.JJ. 20th July, 1949

Appeal from Westminster County Court.

In 1916 the ground floor and basement of a house were let to the respondent tenant at 15s. a week. Until 1918 the tenant used the front ground-floor room as a tailor's workshop and the back room as a bedroom. The front basement room was a combined living room and bedroom for his daughters, and the back room was a kitchen. In 1918 the tenant rented another room on the second floor of the house at the increased rent of £1 11s. 6d. for all five rooms. The new room was used as a bedroom for the daughters. In 1940 the daughters went elsewhere and the second-floor room was given up, the tenant reverting to the original tenancy, though at £1 1s. 2d. a week. In January, 1946, therefore, the tenancy was of a separate dwelling within s. 12 (2) of the Increase of Rent and Mortgage Interest (Restrictions Act, 1920. But the tenant then took a weekly tenancy of two additional rooms on the first floor of the house. The new tenancy was kept separate and distinct from the existing tenancy, a separate rent book was kept, and a separate rent of 17s. a week reserved. Thereupon the tenant used one first-floor room as a kitchen and the other as a living room, the ground-floor rooms as a workroom and bedroom respectively, and the basement rooms respectively as a scullery and a store-room. In 1948 the landlord, having served due notice to quit, claimed possession in the county court of the ground floor and basement, being the premises the subject of the original tenancy in 1916. The county court judge held that the tenancy of the ground floor and basement was protected by the Rent Restriction Acts notwithstanding the tenant's reorganisation of his domestic arrangements in 1946, because the premises were the original dwelling-house occupied from 1916 to 1918 and from 1940 to 1946, and because it was, he thought, immaterial that the tenant had for convenience taken two additional rooms on the first floor as a living room and kitchen. He therefore dismissed the claim. The landlord appealed. (*Cur. adv. vult.*)

JENKINS, L.J., reading the judgment of the court, said that the ground floor and basement did not constitute a separate dwelling within the Rent Restriction Acts, since the essential activities carried on elsewhere than in those premises, that was on the first floor, were cooking and the activities normal to a living room. However, as in *Wimbush* v. *Cibulia*, *supra*, the case should be remitted to the county court for determination of the question whether the formally separate character of the two tenancies must be accepted at its face value or whether in fact the parties had really agreed in effect to the creation of a single

tenancy. It was unnecessary to decide at this stage the question whether, if the parties were found not to have so agreed, the tenant would be entitled to the protection of the Acts in respect of the premises in issue on the ground that they were the subject of the original letting and unquestionably let in the first instance as a separate dwelling and occupied as such for several years. Appeal stood over. Case remitted.

APPEARANCES: *Marnham (Taylor & Humbert)*; *N. Black (C. V. Young & Cowper & Whitton)*.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

CHANCERY DIVISION

COMPANY: REALISATION OF CAPITAL PROFITS: SHARES OF COMPANY INCLUDED IN SETTLEMENT: CAPITAL OR INCOME

_In re_ Harrison's Will Trusts; Harrison _v._ Pilkington

Roxburgh, J. 22nd July, 1949

Adjourned summons.

Article 67A of the Ch. Steamship Co., Ltd., provided: "The company in general meeting may from time to time and at any time resolve that any surplus moneys in the hands of the company representing the moneys received or recovered in respect of or arising from the realisation of any capital assets of the company or any investments representing the same instead of being applied in the purchase of other capital assets or for other capital purposes be distributed amongst the members on the footing that they receive the same as capital and in the shares and proportions in which they would have been entitled to receive the same if it had been distributed by way of dividend." By its articles the company had no power to increase its capital. In 1948, the company, in pursuance of art. 67A, distributed realised capital profits amongst the shareholders. A number of shares were registered in the name of trustees of a settlement. The question before the court was whether, for the purposes of the settlement, the moneys payable to the settlement trustees had to be treated as income which should go to the tenant for life, or as an accretion to the capital settled upon the remaindermen.

ROXBURGH, J., said that, in view of the decision of the Court of Appeal in *In re Doughty* [1947] Ch. 263 and the strong disapproval expressed therein of *In re Ward's Will Trusts* [1936] Ch. 704, he considered himself bound to hold that the payments in question had to be treated as income and not as capital. Counsel for the remaindermen had correctly drawn attention to the fact that the words of the company's articles in *In re Doughty* differed from those of the company's articles in *In re Ward's Will Trusts*, but the article under consideration in the present case was identical in terms with the article in *In re Ward's Will Trusts*, for the simple reason that the same company was concerned. He [his lordship] could not accept counsel's further argument that, if a company had no power under its articles to increase its capital, it might distribute money to the shareholders impressed with the obligation that it should be treated as capital as between tenant for life and remaindermen under the settlement. *In re Ward's Will Trusts* was not decided in accordance with any such proposition because, although Clauson, J. (as he then was), did refer in his statement of facts to the circumstance that the company had no power under its articles to increase its capital, that circumstance was nowhere mentioned in the reasons for his decision; nor did the Court of Appeal, in *In re Doughty*, attach any importance to that fact when disapproving of—though not overruling—*In re Ward's Will Trusts*.

In re Doughty [1947] Ch. 263 followed; *In re Ward's Will Trusts* [1936] Ch. 704 not followed.

APPEARANCES: *R. J. T. Gibson, M. Stranders, J. A. Plowman (Pothecary & Barratt, for Hawkins & Co., Hitchin, Herts)*; *The Hon. Charles Russell*, K.C., and *P. E. Whitworth (Withers and Co.)*.

[Reported by CLIVE M. SCHMITTHOFF, Esq., Barrister-at-Law.]

KING'S BENCH DIVISION

DIVISIONAL COURT

ADULTERATED MILK: "POSSESSION" BY FARMER

Kilsby _v._ Horsford

Lord Goddard, C.J., Oliver and Stable, JJ. 19th July, 1949

Case stated by Northamptonshire justices.

The respondent, a farmer, was charged with having in his possession for the purpose of sale for human consumption milk to which water had been added, contrary to s. 14 (1) of the Food and Drugs Act, 1932. The sample which revealed the excess of water was taken by the appellant, an inspector of weights and measures, from a churn of milk produced by the farmer awaiting collection at the farm collecting point fixed by the contract between the farmer and the milk marketing board. It consisted of a concrete platform by the side of a roadway forming part of the farm premises. The roadway was divided by gates both from that portion of it which passed between the farm buildings and from the public highway. It was contended for the farmer that on those facts the milk sampled was not in his possession for the purposes of s. 24 (1). The justices so held, and the prosecutor appealed.

LORD GODDARD, C.J., said that, the farm collecting point being situated as it was, the milk was as much in the possession of the respondent farmer as if it had been in the farm dairy or in a barn. Therefore it could not be said not to be in his possession for the purposes of the subsection. *Oliver* v. *Goodger* [1944] 2 All E.R. 481, whether or not rightly decided, which question might be tested in one way or another some day, was distinguishable on the ground that the milk was there found to be at a point outside the farm premises. The case must be remitted to the justices with a direction that the offence charged was proved. Appeal allowed.

APPEARANCES: *R. A. Robinson (Sharpe, Pritchard & Co., for J. Alan Turner*, Northampton); *Mackenna (Ellis & Fairbairn)*.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

RECOGNITION OF POLISH GOVERNMENT: ALLEGED RETROACTIVE EFFECT

Boguslawski and Another _v._ Gdynia-Amerika Line

Finnemore, J. 21st July, 1949.

Action.

On 28th June, 1945, the present Polish Government in Poland was formed, and recognised by H.M. Government as from midnight on 5/6th July, 1945. Up to and including that moment the Polish Government recognised by H.M. Government was that established in London in 1939, and the Foreign Secretary's certificate of the new government so declared. On 3rd July, 1945, it was agreed between the plaintiff seamen's respective trade unions and the Polish Minister of Industry and Commerce in London on behalf of the defendant shipping company that if members of the unions left their ships they should be entitled to compensation of at least three months' salary. On the plaintiffs' claim for such compensation as from 5th July, 1945, when they left their ship because of that agreement and ceased to be the defendants' employees, the defendants contended that as, since 28th June, 1945, the new Polish Government had already been in existence, the recognition of that government was retroactive, and the agreement of 3rd July consequently of no effect. (*Cur. adv. vult.*)

FINNEMORE, J., said that *prima facie* the recognition of the new government as from 5/6th July, 1945, ought to date back to the date when that government became the effective *de facto* government over any particular area of Poland. Here, however, there were unusual features. Before midnight on 5/6th July, 1945, the former Polish Government originally formed in Warsaw and subsequently established in London was the effective Government of Poland carrying on its functions of government in this country. As such, right up to that midnight it had the exclusive control over all Polish ships and all Polish seamen, for all such ships and seamen were far removed from any area over which on 28th June, 1945, the new government exercised any authority. Up to that midnight the new government had no control whatever over the defendants' ships. When the Government of this country certified that it recognised the government of a foreign country up to midnight of a particular date and that it recognised another government of that country after that moment, the acts done by the former government of that country before that moment (while it was still recognised by the Government of this country) must be valid. Otherwise the certificate would mean little or nothing. It followed that there could be no retroactive effect to 28th June, 1945. Accordingly on 3rd July, 1945, the Minister of the former Polish Government in London had full control over the Polish ships which were the subject of the agreement of that date. Its terms were in accordance with the Polish law which was being administered by that government; and the court should enforce those terms against the defendants. Judgment for the plaintiffs.

APPEARANCES: *Thorp*, K.C., *H. L. Parker* and *Niall MacDermot (Hilder, Thompson & Dunn)*; *Pritt*, K.C., *Scott Henderson*, K.C. and *R. Dunn (Constant & Constant)*.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

SURVEY OF THE WEEK

STATUTORY INSTRUMENTS

Approved Schools (Form of Court Record) (Scotland) Regulations, 1949. (S.I. 1949 No. 1637.)

Baking Wages Council (England and Wales) Wages Regulation (No. 2) Order, 1949. (S.I. 1949 No. 1686.)

Coal Industry Nationalisation (Issue of Compensation Stock) Regulations, 1949. (S.I. 1949 No. 1661.)

Curtain Cloth (Utility) (Amendment No. 2) Order, 1949. (S.I. 1949 No. 1643.)

Dressmaking and Women's Light Clothing Wages Council (Scotland) Wages Regulation Order, 1949. (S.I. 1949 No. 1678.)

Egg Products (Amendment) Order, 1949. (S.I. 1949 No. 1682.)

Electric Lighting (Restriction) General Licence, 1949. (S.I. 1949 No. 1669.)

Food (Points Rationing) (Amendment No. 7) Order, 1949. (S.I. 1949 No. 1684.)

Food Standards (Table Jellies) Order, 1949. (S.I. 1949 No. 1656.)

Hat, Cap and Millinery Wages Council (Scotland) Wages Regulation Order, 1949. (S.I. 1949 No. 1679.)

Household Textiles (Marking and Manufacturers' Prices) (Amendment) Order, 1949. (S.I. 1949 No. 1641.)

Import Duties (Drawback) (No. 10) Order, 1949. (S.I. 1949 No. 1676.)

Importation of Forest Trees (Prohibition) Order, 1949. (S.I. 1949 No. 1692.)

Importation of Plants (Amendment) Order, 1949. (S.I. 1949 No. 1693.)

Imported Canned Fish (Maximum Prices) (Amendment No. 2) Order, 1949. (S.I. 1949 No. 1685.)

Jurors' Allowances Regulations, 1949. (S.I. 1949 No. 1694.)
The subsistence allowances fixed by these regulations are: 2s. 6d. for up to four hours' attendance, and 5s. for more than four hours. The maximum lodging allowance is 20s. a night, and the maximum compensation for loss of earnings is 10s. for up to four hours and 20s. thereafter per day.

Meals in Establishments (Amendment) Order, 1949. (S.I. 1949 No. 1675.)

Meat (Maximum Retail Prices) (General Licence) Order, 1949. (S.I. 1949 No. 1657.)

Metropolitan Water Board (Knockholt Reservoir) Order, 1949. (S.I. 1949 No. 1695.)

Milk Distributive Wages Council (England and Wales) Wages Regulation Order, 1949. (S.I. 1949 No. 1664.)

Milk (Non-Priority Allowance) (No. 3) Order, 1949. (S.I. 1949 No. 1674.)

Movement of Live Poultry from Orkney Islands (Prohibition) Order, 1949. (S.I. 1949 No. 1690.)

National Assistance Act (Appointed Day) (Scotland) Order, 1949. (S.I. 1949 No. 1667.)

National Assistance (Registration of Homes) (Scotland) Regulations, 1949. (S.I. 1949 No. 1668.)

National Insurance (Death Grant) Amendment Regulations, 1949. (S.I. 1949 No. 1696.)

National Insurance (Industrial Injuries) (Prescribed Diseases) Amendment (No. 2) Regulations, 1949. (S.I. 1949 No. 1697.)

Road Haulage Wages Council Wages Regulation (No. 4) Order, 1949. (S.I. 1949 No. 1659.)

Stopping Up of Highways (Devonshire) (No. 1) Order, 1949. (S.I. 1949 No. 1680.)

Stopping up of Highways (West Suffolk) (No. 1) Order, 1949. (S.I. 1949 No. 1658.)

Supreme Court Fees (Amendment) Order, 1949. (S.I. 1949 No. 1660.)
This order adds to the list of fees contained in Sched. I to the Supreme Court Fees Order, 1930, a fee of £1 payable on entering or setting down a cause or matter for trial with a jury or on an order directing trial with a jury made after entering or setting down—in addition to any other fee payable on entering or setting down. The document to be stamped is the *praecipe* or the filed copy of the pleadings or the notice of trial.

Upholstery Cloth (Utility) (Amendment No. 3) Order, 1949. (S.I. 1949 No. 1642.)

Woven Cloth (Cotton, Rayon and Linen) (Amendment No. 7) Order, 1949. (S.I. 1949 No. 1641.)

BOOKS RECEIVED

A Companion to the Town and Country Planning Acts and Orders. By NORMAN C. ABBEY, L.A.M.T.P.I., A.I.H. 1949. pp. (with Index) 286. London: Eyre & Spottiswoode (Publishers), Ltd. 10s. 6d. net.

Watt's Law of Savings Banks. Supplement to the Third Edition. By C. L. LAWTON, M.Sc. (Econ.) (Lond.), of Lincoln's Inn, Barrister-at-Law. 1949. pp. 42. London: Butterworth & Co. (Publishers), Ltd. 7s. 6d. net.

Chart and Compass. Vol. 66. Vol. 50 (New Series). April-August, 1949. London: The British Sailors' Society.

A Treatise on the Law of Prize. The Grotius Society Publications, No. 5. By C. JOHN COLOMBOS, LL.D., of the Middle Temple, Barrister-at-Law. Third Edition. 1949. pp. (with Index) 421. London: Longmans, Green & Co., Ltd. 30s. net.

NOTES AND NEWS

Honours and Appointments

Mr. M. F. B. BELL, of the headquarters staff of the Ministry of Town and Country Planning, has been appointed Controller of the South Western Regional Office of the Ministry at Bristol as from 1st October.

Mr. RICHARD GRINDAL GRAY has been appointed Registrar of the Scarborough, Bridlington and Whitby County Court, and District High Court Registrar for Scarborough, in succession to the late Mr. J. S. Snowball.

Mr. JOHN HILTON, town clerk of Dunstable, who was appointed clerk and solicitor to Whitby Urban Council (see *ante*, p. 578), has now withdrawn from the appointment.

Mr. PHILIP B. HUNTER, solicitor, of Liverpool, has been appointed to the board of Cammell Laird & Co., Ltd.

Mr. A. G. NORRIS, O.B.E., has been appointed Assistant Public Trustee in succession to Mr. F. W. HIRST, whose appointment as Public Trustee was recently announced.

Mr. R. T. D. WILLIAMS has been appointed assistant solicitor to the Wolverhampton County Borough Council.

Personal Notes

Mr. J. R. S. Grimwood-Taylor, solicitor, of Derby, was married on 3rd September to Miss Anne Isabel Freeman, of Banbury.

SOCIETIES

At the annual meeting of the CHORLEY LAW SOCIETY, held on 29th June, the following officers were appointed: Mr. W. G. Berry, President; Mr. W. T. Berry, Secretary; Mr. H. Stansfield, Treasurer; Mr. J. D. Kevill, Auditor; Messrs. W. D. Stansfield, L. B. Wallwork and P. F. Ryan were elected to the Standing Committee.

OBITUARY

MR. F. P. CHARLES

Mr. Frank Pendrill Charles, J.P., Registrar of Swansea District Registry and Registrar of Swansea County Court from 1914 to 1948, died on 11th September, aged 78.

MR. H. C. QUINN

Mr. Hugh Clement Quinn, solicitor, of Liverpool, died on 9th September, aged 75. He was admitted in 1899.

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